

1 Marc V. Kalagian  
2 Attorney at Law: 4460  
3 Law Offices of Lawrence D. Rohlffing, Inc., CPC  
4 12631 East Imperial Highway Suite C-115  
5 Santa Fe Springs, CA 90670  
6 Tel.: (562) 868-5886  
7 Fax: (562) 868-8868  
8 E-mail: marc.kalagian@rksslaw.com

6 Gerald M. Welt  
7 Attorney at Law: 1575  
8 411 E. Bonneville Avenue, #505  
9 Las Vegas, NV 89101  
Tel.: (702) 382-2030  
Fax: (702) 684-5157  
E-mail: [gmwesq@weltlaw.com](mailto:gmwesq@weltlaw.com); [kwp@weltlaw.com](mailto:kwp@weltlaw.com)

10 Attorneys for Plaintiff  
Brendan William Najar

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

15 BRENDAN WILLIAM NAJAR, ) Case No.: 2:21-cv-01096-DJA  
16 Plaintiff, )  
17 vs. ) STIPULATION AND PROPOSED  
18 KILOLO KIJAKAZI, ) ORDER FOR THE AWARD AND  
Acting Commissioner of Social ) PAYMENT OF ATTORNEY FEES  
19 Security, ) AND EXPENSES PURSUANT TO  
Defendant. ) THE EQUAL ACCESS TO JUSTICE  
20 ) ACT, 28 U.S.C. § 2412(d)  
 )  
 )

22 TO THE HONORABLE DANIEL J. ALBREGTS, MAGISTRATE JUDGE  
23 OF THE DISTRICT COURT:

24 IT IS HEREBY STIPULATED, by and between the parties through their  
25 undersigned counsel, subject to the approval of the Court, that Brendan William  
26 Najar be awarded attorney fees in the amount of THREE THOUSAND FOUR

1 HUNDRED dollars (\$3,400.00) under the Equal Access to Justice Act (EAJA), 28  
2 U.S.C. § 2412(d), and no costs. This amount represents compensation for all legal  
3 services rendered on behalf of Plaintiff by counsel in connection with this civil  
4 action, in accordance with 28 U.S.C. § 2412(d).

5 After the Court issues an order for EAJA fees to Brendan William Najar,  
6 the government will consider the matter of Brendan William Najar's assignment of  
7 EAJA fees to Marc Kalagian. The retainer agreement containing the assignment is  
8 attached as exhibit 1. Pursuant to *Astrue v. Ratliff*, 130 S.Ct. 2521, 2529 (2010),  
9 the ability to honor the assignment will depend on whether the fees are subject to  
10 any offset allowed under the United States Department of the Treasury's Offset  
11 Program. After the order for EAJA fees is entered, the government will determine  
12 whether they are subject to any offset.

13 Fees shall be made payable to Brendan William Najar, but if the Department  
14 of the Treasury determines that Brendan William Najar does not owe a federal  
15 debt, then the government shall cause the payment of fees, expenses and costs to  
16 be made directly to Law Offices of Lawrence D. Rohlffing, Inc., CPC, pursuant to  
17 the assignment executed by Brendan William Najar.<sup>1</sup> Any payments made shall be  
18 delivered to Marc Kalagian.

19 This stipulation constitutes a compromise settlement of Brendan William  
20 Najar's request for EAJA attorney fees, and does not constitute an admission of  
21 liability on the part of Defendant under the EAJA or otherwise. Payment of the  
22 agreed amount shall constitute a complete release from, and bar to, any and all  
23 claims that Brendan William Najar and/or Marc Kalagian including Law Offices of  
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25 <sup>1</sup> The parties do not stipulate whether counsel for the plaintiff has a cognizable lien  
26 under federal law against the recovery of EAJA fees that survives the Treasury  
Offset Program.

1 Lawrence D. Rohlwing, Inc., CPC may have relating to EAJA attorney fees in  
2 connection with this action.

3 This award is without prejudice to the rights of Marc Kalagian and/or the  
4 Law Offices of Lawrence D. Rohlwing, Inc., CPC to seek Social Security Act  
5 attorney fees under 42 U.S.C. § 406(b), subject to the savings clause provisions of  
6 the EAJA.

7 DATE: May 16, 2022 Respectfully submitted,

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LAW OFFICES OF  
LAWRENCE D. ROHLFING, INC., CPC

*/s/ Marc V. Kalagian*

BY: \_\_\_\_\_

Marc V. Kalagian  
Attorney for plaintiff  
BRENDAN WILLIAM NAJAR

DATED: May 16, 2022 JASON M. FRIERSON  
United States Attorney

*/s/ Christopher James Bella*

CHRISTOPHER JAMES BELLA  
Special Assistant United States Attorney  
Attorneys for Defendant  
KILOLO KIJAKAZI, Acting Commissioner of  
Social Security (Per e-mail authorization)

**ORDER**

Approved and so ordered:

DATE: May 18, 2022

  
THE HONORABLE DANIEL J. ALBREGTS  
UNITED STATES MAGISTRATE JUDGE

## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12631 East Imperial Highway, Suite C-115, Santa Fe Springs, California 90670.

6 On this day of May 18, 2022, I served the foregoing document described as  
7 STIPULATION FOR THE AWARD AND PAYMENT OF ATTORNEY FEES  
8 AND EXPENSES PURSUANT TO THE EQUAL ACCESS TO JUSTICE ACT,  
9 28 U.S.C. § 2412(d) AND COSTS PURSUANT TO 28 U.S.C. § 1920 on the  
10 interested parties in this action by placing a true copy thereof enclosed in a sealed  
11 envelope addressed as follows:

12 Mr. Brendan William Najar  
9256 Haimsworth Ave.  
13 Las Vegas, NV 89148

14 I caused such envelope with postage thereon fully prepaid to be placed in the  
15 United States mail at Santa Fe Springs, California.

16 I declare under penalty of perjury under the laws of the State of California  
17 that the above is true and correct.

18 I declare that I am employed in the office of a member of this court at whose  
19 direction the service was made.

**Marc V. Kalagian** \_\_\_\_\_  
TYPE OR PRINT NAME

*IS/Marc V. Kalagian* \_\_\_\_\_  
SIGNATURE

**CERTIFICATE OF SERVICE  
FOR CASE NUMBER 2:21-CV-01096-DJA**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for this court by using the CM/ECF system on May 17, 2022.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system, except the plaintiff served herewith by mail.

/s/ Marc V. Kalagian

Marc V. Kalagian  
Attorneys for Plaintiff

## SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on December 22, 2020, by and between the Law Offices of Lawrence D. Rohlfing referred to as attorney and **Mr. Brendan William Najar, S.S.N. 8253**, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlfing to represent Claimant as Mr. Brendan William Najar's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is a **separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for that particular work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

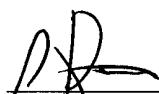
9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.

  
Mr. Brendan William Najar



Steven G. Rosales  
Law Offices of Lawrence D. Rohlfing

1/6/21

Is/ Marc V. Kalagian  
Marc V. Kalagian